IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.497 OF 1998

Govindram Brothers P.Ltd. ...Plaintiff
vs.

M/s.Akhil K.Dalal & Anr. ...Defendants

Mr.Ketan Parekh for the Plaintiff

CORAM: A.S.OKA,J.
DATE : JULY 12,2007

ORAL JUDGMENT:

1. Heard learned Counsel for the Plaintiffs. He has tendered on record an affidavit of evidence of one Sitaram D. Sutar, the constituted attorney of the plaintiffs-company. The affidavit is taken on record and marked 'X' for identification. It is stated in the affidavit that the original documents in support of the claim in the suit have been filed in the proceedings under section 138 of the Negotiable Instruments Act,1882. Along with the compilation, xerox copies of the original documents have been tendered on record. The compilation is marked 'Y' for identification.

2. The claim in the suit is basically on the basis of a receipt dated 18th March 1994 acknowledging the receipt of deposit of Rs.5,00,000/- by the defendants from the plaintiffs with interest at the rate of 18% p.a. The terms and conditions of the transaction are set out in the letter dated 18th March 1994 issued by the defendants to the plaintiff.

3. The claim in the suit has been proved by the Affidavit of evidence of Shri Sitaram Sutar. Considering the averments made in the plaint, documents produced and affidavit of evidence, the plaintiffs are entitled to a decree as prayed. Hence, there will be a decree in terms of prayer clauses (g), (h) and (m). Certified copy is expedited.

JUDGE